

WASHINGTON STATE UNIVERSITY Human Resource Services

# WSU/UAW

# Contract Training 2024-2026

This training provides an overview of the WSU/UAW collective bargaining agreement (Contract) for academic student employees and is not intended to provide a comprehensive review of every element of the Contract. All individuals responsible for supervising or administering ASE employment are to review the full Contract and resources. Rev 10.17.24

# OVERVIEW of LABOR RELATIONS at WSU

#### **WSU Numbers**

- Current: 1750 (Approximately) union represented over 4 unions and Contracts
- Expect: Possibly up to an additional 500-700 student hourly positions **Labor Relations Roles**
- Contract administration and interpretation
- Strategic advising and training
- Collective bargaining
- Grievance representation and administration

### WHATTHIS MEANS & RESPONSIBILITIES

- Academic Student Employee's (ASE) selected a union to represent them in matters of employment
- The University and Union negotiated terms of employment collective bargaining agreement (Contract).
- The Contract outlines the rule-set governing wages, hours and working conditions for employment

- Today Review and Discuss Articles and Contract implications
- Familiarize yourself with the Contract to understand rights and responsibilities
- Adhere to Contract provisions
- Know your resources Work with the Graduate School or Labor Relations

## IMPLEMENTATION

**Practical and Immediate Impacts** 

- In effect now
- Programs are still being built
- More guides and templates forthcoming
- There will be challenges
- Some things change, some things stay the same

#### **On to Contract Provisions**

### **KEY POINTS**

- New Rule Set
- Contract Associated Costs
- Hiring and Appointments
- Work Environment
- Employment Management -the day to day
- Contract Management
- Other Contract Provisions

### NEW RULE SET

- Scope and Interpretation
- Recognition
- Management Rights

# ARTICLE 1: SCOPE AND INTERPRETATION

Purpose of the Agreement: Establishes wages, hours, and employment terms

#### • University Policy and Regulation

- Supersedes conflicting University policies
- University policies apply unless specified in the Agreement

#### Severability/Savings Clause

- Agreement subject to current and future law
- Invalid terms won't nullify the entire Agreement
- Collective Bargaining Mandatory Subjects
  - University must consult Union before changing mandatory matters

New set of rules the University and ASEs must follow

There could be WSU wide consequences if they are not met

Contract supersedes WSU policies and practices related to ASEs including department manuals where there are conflicts

## ARTICLE 2: RECOGNITION

• Recognizes UAW as exclusive bargaining representative

The University and ASEs may not "Direct Deal" with each other for changes in wages, hours and working conditions

## ARTICLE 6: MANAGEMENT RIGHTS

University holds exclusive management rights, which include:

- Planning and controlling mission, programs, budget, resources, etc.
- Determining personnel, staffing levels, and operational methods
- Establishing policies, rules, and regulations
- Modifying equipment, facilities, and operations
- Enforcing performance, conduct, and safety standards
- Disciplining or terminating for just cause
- Modifying academic calendars and work assignments
- Recruiting, hiring, and promoting based on set standards
- Managing curriculum and evaluating ASE performance

## CONTRACT ASSOCIATED COSTS & BENEFITS

- Compensation
- Retirement Benefits
- Health Care
- Child Care
- Fees and Tuition Waivers
- Professional Development

## ARTICLE 35: WAGES

- Wage adjustments:
  - <u>May 1, 2024</u> Assistantships/salaried. New rates , including location pay go into effect
    - Minimum step based on location or 5% whichever is greater
  - <u>August 16, 2024</u> Assistantships/salaried. Education pay goes into effect
    - Qualification level pay changes go into effect beginning of semester following achievement
  - October 1, 2025 All rates will be increased 3%
  - Undergraduate Hourly. Established minimum levels including location pay
- Departments may provide compensation above the established minimums
- <u>Hourly wage equivalents</u> for Graduate Student Employees in Hourly Appointments

#### **Contract Associated Costs**

### WAGES

#### • Assistantship salary table (effective May 1, 2024)

Proposed Step and Monthly Salary at 50% FTE for:

Location	Step	Salary
Pullman	59	2,318.50
Spokane, Prosser, Tri-Cities, Wenatchee	66	2,485.50
Mt. Vernon, Puyallup	73	2,664.50
Vancouver, Everett	84	2,974.00

#### • Hourly rates (effective May 1, 2024)

Work Location	Wage Rate Minimum	
Pullman	17.09	
Spokane, Prosser, Tri-Cities, Wenatchee	17.60	
Mt. Vernon, Puyallup	17.94	
Vancouver, Everett	18.28	Contract Associated Costs

### WAGES

#### • Assistantship salary table (effective August 16, 2024)

	Admitted to Master's Program		Admitted to Doctoral Program (Nearest step for Master's Program at location + 5%) -[The 5% is incorporated below]			
Location	Step	Salary	Step	Salary	Step	Salary
Pullman	59	2,318.50	64	2,437.00	69	2,561.00
Spokane, Prosser, Tri- Cities, Wenatchee	66	2,485.50	71	2,612.00	76	2,747.50
Mt. Vernon, Puyallup	73	2,664.50	78	2,800.00	83	2,945.50
Vancouver, Everett	84	2,974.00	89	3,124.00	94	3,284.50

#### **Contract Associated Costs**

#### ARTICLE 19: RETIREMENT BENEFITS

Access to:

 Voluntary Investment Program and

Same (ish)

• Deferred Compensation Plan

### ARTICLE 20: HEALTH INSURANCE

#### • Plan Design and Meetings:

- Details of medical, dental, and vision benefits outlined
- Regular meetings to discuss plan status and potential changes
- Insurance Program Eligibility:
  - Continued premium remissions for eligible ASEs
  - Coverage continuation during summer for spring enrollees

#### **Contract Associated Costs & Benefits**

### APPENDIX A: HEALTH INSURANCE

- Summary of 2023/24 health and dental insurance benefits provided to eligible ASEs
- Deductible changes for the period from August 16, 2024, through August 15, 2025 (In network from \$500 – \$300, Out-of-network \$1000-\$300)
- Option for either party to propose changes to the insurance plan design, benefits, and/or provider for the period from August 16, 2025, through August 15, 2026, with specific notice and negotiation timelines

#### ARTICLE 21: CHILD AND DEPENDENT CARE

- Childcare Reimbursement
  Program for eligible ASE parents
  - Implementation date set for August 16, 2024
- On-campus childcare accessibility ongoing
- Taskforce to be formed for regarding addressing childcare access

### ARTICLE 22: FEES AND TUITION WAIVER

- ASEs with 50%+ assistantship
  - Receive waiver for operating fee and non-resident tuition (if applicable)
  - Addition of building fee waiver effective August 16, 2025

#### **Contract Associated Costs & Benefits**

#### ARTICLE 33: PROFESSIONAL DEVELOPMENT & CAREER COUNSELING

- Access to professional development and career counseling; may participate in programs on any campus
- Funding available for various professional development activities
- ASEs with two semesters or more of service, can apply for up to an additional \$500/year for professional development opportunities directly related to their employment at WSU
- Employment mentorship compacts encouraged
- Progress assessments conducted at least once per year work duties
- Creation of joint Union-Management Mentorship Taskforce

#### **Contract Associated Costs & Benefits**

- Job Titles
- Appointments
- Job Postings
- Job Descriptions
- Summer Session

# ARTICLE 9: JOB TITLES

#### ASEs categorized into Job Titles based on duties and qualifications:

Graduate Assistant Titles	Graduate Teaching Assistant Graduate Research Assistant Graduate Staff Assistant Graduate Veterinary Assistant Graduate Project Assistant
Summer Graduate Assistant Titles	Graduate Summer Teaching Assistant Graduate Summer Research Assistant Graduate Summer Staff Assistant Graduate Summer Work – PAP Graduate Summer Work – Hourly
Undergraduate Titles (May be used year-round)	Teaching Assistant – Undergraduate Research Assistant – Undergraduate
	Hiring and Appointme

nts

## ARTICLE 11: APPOINTMENT, REAPPOINTMENT

#### • Appointments:

- One academic year or longer Can be shorter if funding isn't available for the full year. [Lack of need can be a function of funding]
- Cease at the end of designated term(s) outlined in the appointment letter
- No guarantee of renewal [Appropriate to inform ASE]
- Notification Requirements:
  - Specific details must be included
  - New Appointments : Offers made by April 1<sup>st</sup> for fall semester. Not required to respond before April 15<sup>th</sup>
  - **Reappointments:** Written notice at least ninety (90) days before reappointment
  - Timelines may be waived in exceptional situations

# ARTICLE 10: JOB POSTINGS

- Open recruitment for positions not used to fulfill a commitment of support made to a student, either at the time of admission, or under an existing advising relationship with a(n) faculty member(s)/ academic program
  - May be announced within departments or units <u>without</u> posting University wide
  - May post to Department website or Graduate School. Must notify HRS Labor Relations of posting location if NOT to Graduate School website
  - Links to open recruitment ASE positions are to be listed on the <u>University's</u> <u>Labor Relations website</u>
- University determines job requirements and qualifications
  - Job requirements and qualifications cannot be modified once posted
- Specific posting information required

# ARTICLE 12: SUMMER SESSION

- ASEs can be hired for bargaining unit work during the summer
  - Assistantships, hourly, or activity-based appointments
  - Specific payment rates and appointment details defined

### Summer Funding Opportunities

- Notification no later than thirty (30) days before each summer session
- Offers may be contingent (e.g. if a class is not sufficiently enrolled)
- Specific details must be included related to duties, compensation, and collective bargaining unit coverage
- Posting on the department or University website or announce via an email listserv

#### • International Student Summer Funding

 Joint initiative to address funding challenges for ASEs due to visa restrictions

## ARTICLE 11: JOB DESCRIPTIONS

- Provided at least two weeks before each semester or term
- Contains information about duties, reporting, evaluation, and more (See <u>Article 11.4</u>)
- May be updated if necessary, with changes communicated to ASEs
- Specific details must be included

### EMPLOYMENT MANAGEMENT

- Workload
- Leaves Time off
- Performance Management
- Personnel Files
- Layoffs

# ARTICLE 13: WORKLOAD

#### • Salaried Assistantship:

- 50% FTE Appointments work an average of twenty (20) hours per week over the course of term, not to exceed thirty (30) per week without consent
- Other FTE workloads are directly proportional to 50% FTE appointments
- Hourly:
  - Shall not work more hours than noted in the appointment letter, any hours for which they are not paid, or more than 40 hours/week, and/or 8 hours/ day, without consent

## ARTICLE 13: WORKLOAD CONSIDERATIONS

- All work-related activities included in workload limits
- Meetings scheduled during normal work hours
- Changes in job assignment accounted for in workload limits
- Overlap of spring appointments with summer appointments

# ARTICLE 28: VACATION PROVISIONS

- <u>Vacation time off</u> for salaried ASEs Assistantships Only
- Vacation time front-loaded at beginning of appointment
- ASEs with a 50% FTE nine (9) month appointment receive forty-eight (48) hours of vacation time during the nine (9) month period - Equates to 5.33 hours per month
- ASEs with varying FTEs or appointment lengths receive a prorated amount of vacation time

# ARTICLE 28: VACATION USAGE

- Vacation time off used in four-hour increments (unless otherwise approved)
- Vacation time off to be taken during academic semester breaks (unless otherwise approved)
- Vacation expires at the end of each appointment period, is not paid at separation, is not eligible for shared leave donation
- Advance notice and approval for vacation time off required
- Tracked in Workday

## ARTICLE 30: SICK LEAVE

- Sick time front-loaded at beginning of appointment
- Salaried ASEs Assistantships
  - ASEs with a 50% FTE nine (9) month appointment receive thirty-six (36) hours of sick time during the nine (9) month period (front-loaded) – Equates to 4 hours per month
  - ASEs with varying FTEs or appointment lengths shall receive a prorated amount of sick time.
- Hourly ASEs will accrue one (1) hour of sick leave for every forty (40) hours worked

# ARTICLE 30: SICK LEAVE USAGE

- Reasons sick leave/time off may be used for are listed in <u>Article 30.1.3</u>
- Unused sick time off expires at the end of each appointment period, is not paid at separation, is not eligible for shared leave donation
- Tracked in Workday

# ARTICLE 30: OTHER LEAVE PROVISIONS

- Short-term Pregnancy/Parental Leave plan
  - Up to six (6) weeks paid leave [maintains regular departmental pay]
- Leave without pay
  - Up to twelve (12) weeks
  - Continue to receive health insurance coverage
- Military and jury duty leaves in accordance with applicable laws and/or University policies
- Childcare emergency leave
- Leave without pay for reasons of faith or conscience provision
- Advance notice required for requesting all leave types, unless the leave is for an unanticipated circumstance

## ARTICLE 29: HOLIDAYS

- ASEs are not expected to work University designated Holidays
- Any ASE required by the University to work on a University holiday may arrange with the appropriate supervisor for a mutually agreeable alternative within the same semester

Same (ish)

# ARTICLE 16: DISCIPLINE

- This Article is specifically related to job performance and is separate from any academic actions
- Departments will work with Labor Relations and the Graduate School
- Union representation during investigatory interviews is allowed
- Required:
  - Notice of Intent to Discipline
  - Pre-Disciplinary Meeting
  - Copy of Notice and final disciplinary action provided to Union

### ARTICLE 18: PERSONNEL FILES

- Personnel files to be maintained by department
- Departments are to provide ASEs with notice of the location of their employment personnel file
- ASEs provided access to personnel files upon request
- Rights to correction and removal of materials outlined

## ARTICLE 17: LAYOFFS

- Contract provides notification and assistance provisions
- If an occupied position is eliminated, or the FTE of an <u>assistantship</u> is reduced, University shall notify the affected individual and the Union one month prior to the effective date
- End or reduce the appointment no sooner than the end of the term/semester for which the notice of layoff is provided
- Efforts to place affected ASEs in similar positions

### WORK ENVIRONMENT

- Anti-discrimination and Harassment
- Respectful Work Environment
- Health and Safety
- Workspace/Materials
- Training
- Accommodations

#### ARTICLE 3: ANTI-DISCRIMINATION AND HARASSMENT

- Defines and outlines:
  - Non-Discrimination
    - Gender Expression
    - Gender Identity
- Sexual Harassment
- Retaliation
- Micro-Aggressions

This Article does not replace WSU policies related to discrimination. This is to be read in conjunctions with WSU policies.

- Outlines Resolution Procedures for ASEs
  - A discrimination, discriminatory or sexual harassment complaint may be filed with the CCR office or other appropriate office and/or as a contract grievance
    - Extended Grievance timeline 120 days
- System-wide joint labor management committee
  - Training for the prevention of sexual harassment & other forms of discrimination
- Bi-Annual Equity Survey [New]
- Discussions on All-Gender Restrooms to continue

## ARTICLE 4: RESPECTFUL WORK ENVIRONMENT

#### General Conditions

- Mutual commitment to an environment that fosters mutual respect and professionalism and is free from Abusive Conduct
- The provisions of <u>Business Policies and Procedures Manual (BPPM)</u> 50.31 Maintaining a Professional Workplace apply
- Reporting Complaints procedure outlined
- Interim Measures and Remedies
  - The University will implement remedies on an interim basis where appropriate

## ARTICLE 5: HEALTH AND SAFETY

Same (ish)

- Work Environment
  - University to maintain safe working conditions and assess and mitigate workplace hazards
  - ASEs are expected to report any potentially unhealthy or dangerous working condition they become aware of
- Safety Standards
  - ASEs expected to conform to safety standards
  - The Union retains the right to elect ASE representatives to serve in the Universitywide Safety, Health and Security committee structure
- Notice of Hazards
  - University to inform ASEs of workplace hazards
- Information and Training
  - ASEs to receive safety information and training

## ARTICLE 32: TRAINING

- University provides necessary training for ASE duties
- Preapproved training is paid time
- Record of completed required trainings are to be maintained



## ARTICLE 14: WORKSPACE/MATERIALS

- University to provide necessary facilities and materials for ASEs
- Notification required for workspace changes

Same (ish)



## ARTICLE 31: ACCOMMODATIONS

same (ish)

- General Provisions
  - University provides reasonable accommodation to qualified ASEs
    - Temporary Work Adjustment
      - Supervisor assists in temporary adjustment during interactive process
- Disability-Related Accommodations
- Pregnancy and Postnatal Accommodations
- Domestic Violence, Sexual Assault, and Stalking Safety Accommodations

- Union Rights
- Union Dues and VCAP
- Grievance and Arbitration
- Union Management Committee
- No Strike, No Lockout
- Duration

## ARTICLE 7: UNION RIGHTS

The Union holds a set of rights which include:

- Receipt of ASE Status Reports
- Union access to employees' workspaces for official business on same basis as other non-WSU entities
- Orientation for new bargaining unit members
- Union materials posting and distribution
- Contract training development and administration
- Designation of union representatives and stewards
- Paid release time for stewards processing grievances
- Release time for ASEs participating in bargaining

#### ARTICLE 8: UNION DUES DEDUCTIONS

#### RELATED ARTICLE 23: VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

- Covered employees may execute union membership and payroll deduction form
- ASEs may revoke payroll deduction authorization in writing
- University remits deductions to union electronically with employee details

- Establishment of voluntary check off for VCAP
- Regular recurring payroll deductions only
- ASE's may discontinue VCAP deductions at any time with written notice

## ARTICLE 37: GRIEVANCE AND ARBITRATION

- Grievance: a claim the University has committed a specific violation, misapplication or misinterpretation of the terms of the Contract
- Must be submitted to Labor Relations
- Contract provides for specific steps and timelines
- Department will work with Labor Relations
- Steward or union representative may be present in meetings

#### ARTICLE 36: UNION – MANAGEMENT COMMITTEE

- Committee formed for issue resolution for items related to the Contract
- Meetings held twice per academic semester

#### ARTICLE 38: NO STRIKE, NO LOCKOUT

- Agreement prohibits strikes by employees
- University cannot lock out employees

#### ARTICLE 39: DURATION

• Agreement effective until August 15, 2026

## OTHER CONTRACT PROVISIONS

- Immigration
- Intellectual Property
- Housing
- Parking & Transit
- Travel
- Title IX

## ARTICLE 24: IMMIGRATION



- Immigration support services outlined
- Work Authorization
  - No loss of seniority/compensation due to legal changes in name/SSN
- English Proficiency
  - Oral test and spoken English improvement classes (if necessary) provided at no cost to the ASE
- Housing Support
  - Provide guidance and resources regarding housing options

**Other Contract Provisions** 

## ARTICLE 15: INTELLECTUAL PROPERTY

- University policy applies:
  - EP 38 incorporated into the agreement
  - Disputes resolved following policy appeals process
- Plain language summary:
  - Develop of a simplified version of the policy for ASEs



#### **Other Contract Provisions**

### ARTICLE 25: HOUSING

- ASE representation on University Housing & Dining Advisory Board
- ASE representation on University Other campus and research & extension center locations
- Notice of health/safety/security issues in university housing

Same (ish)

## ARTICLE 26: PARKING & TRANSIT

- Provided for all ASEs on the same basis provided for all other University employees
- Advance notice to Union of parking/transit changes
- Advance note to ASE permit holders for event parking adjustments
- ASE representation on University Transportation and Parking Task Force and Transit Advisory Group

**Other Contract Provisions** 

## ARTICLE 27: TRAVEL



- Reimbursement for travel and per diem expenses in accordance with <u>WSU BPPM Chapter 95</u>
- Prior approval requirement for travel
- Reimbursement rates/methods aligned with other University employees

## ARTICLE 34: TITLE IX

- University policies and procedures comply with Title IX of the Education Amendments Act of 1972
- Agreement to meet regarding expected revisions in 2024

# **Next Steps**



WASHINGTON STATE UNIVERSITY Human Resource Services

WSU

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# Contract Resources

## **Questions?**

**Labor Relations** 

WSU/UAW Main Page

**ASE Contract** 

**ASE Contract Resources** 

**Contract Implementation FAQ** 

Contract hrs.Labor@wsu.edu

Graduate School Processes gs.finance@wsu.edu ILT COURSE COMPLETION

WASHINGTON STATE UNIVERSITY Human Resource Services

## Instructor-Led Training Verification & Completion

- You have completed this course.
- HRS LOD reconciles attendance manually within 10-15 business days, after receiving the completed attendance roster from the instructor.
  - Once attendance is reconciled and the course is "completed" in Percipio, the date of completion will be appropriately reflected on your Learning Transcript.
- Additional Resources
  - HRS LOD email: <u>hrstraining@wsu.edu</u>
  - HRS LOD Site & <u>FAO</u>: <u>hrs.wsu.edu/training</u>
  - Access Training Record: <u>wsu.percipio.com</u>

